

Law Offices  
HINSHAW & CULBERTSON LLP  
2375 E. Camelback Rd., Suite 410  
Phoenix, AZ 85016  
602-631-4400  
602-631-4404  
raoyama@hinshawlaw.com

Randy J. Aoyama (020096)

BROWN, GOLDSTEIN & LEVY, LLP  
120 East Baltimore Street, Suite 2500  
Baltimore, MD 21202  
410-962-1030  
410-385-0869  
adf@browngold.com  
nkl@browngold.com

Andrew D. Freeman (*Admitted Pro Hac Vice*)  
Neel K. Lalchandani (*Admitted Pro Hac Vice*)  
Attorneys for Plaintiff Arizona DES

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Arizona Department of Economic Security,  
an Arizona State agency,

Plaintiff,

v.

Christine Wormuth; Secretary of the Army,  
in her official capacity,

Defendant.

No. CV-23-250-TUC-LCK

**JOINT STATUS REPORT**

Pursuant to the Court's September 12, 2024, Order (Doc. 65), Plaintiff Arizona Department of Economic Security and Defendant Christine Wormuth, the Secretary of the Army, jointly submit this report regarding the status of the arbitration proceeding:

1. As referenced in the prior filing (Doc. 63), the arbitration panel issued its final decision in the arbitration.

2. In that decision, the panel found that the Army had violated the Randolph-Sheppard Act and its regulations. It further quoted the language of the Act mandating that

the head of the Army “shall cause such acts or practices to be terminated promptly and shall take such other action as may be necessary to carry out the decision of the panel.” 20 U.S.C. § 107d-2(b)(2).

3. The Army has evaluated the panel’s decision and has decided to issue a new solicitation for the Fort Huachuca food services contract. The Army’s solicitation will include recognition of the priority provided to State Licensing Agencies under the Randolph-Sheppard Act.

4. Absent unlikely extenuating circumstances, ADES will remain as the contractor until the new contract is awarded and goes into effect (and longer if ADES is selected as the operator under the new contract).

5. As a result, the parties agree that the current case can be administratively closed.

6. In the unlikely event that the Army attempts to replace ADES as the contractor before the new contract is awarded, the parties agree that ADES has the right to reopen the current case.

7. The parties reserve and do not waive any and all rights to seek judicial relief related to the new solicitation.

8. The parties appreciate the Court’s attention to and handling of this matter.

DATED this 23rd day of October, 2024.

HINSHAW & CULBERTSON LLP

GARY M. RESTAINO  
UNITED STATES ATTORNEY  
DISTRICT OF ARIZONA

/s/ Randy J. Aoyama  
Randy J. Aoyama

/s/ Kaitlin S. Hollywood (with permission)  
Kaitlin S. Hollywood  
Assistant U.S. Attorney  
*Attorneys for Defendant Christine Wormuth*

and

BROWN, GOLDSTEIN & LEVY LLP  
Andrew D. Freeman (*Admitted PHV*)  
Neel K. Lalchandani (*Admitted PHV*)  
*Attorneys for Plaintiff ADES*

**CERTIFICATE OF SERVICE**

I certify that on the 23rd day of October, 2024, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Gary M. Restaino  
United States Attorney  
District of Arizona  
Sarah S. Letzkus  
Assistant U.S. Attorney  
Melissa M. Kroeger  
Assistant U.S. Attorney  
Kaitlin S. Hollywood  
Assistant U.S. Attorney  
405 West Congress Street, Suite 4800  
Tucson, AZ 85701  
[Sarah.Letzkus@usdoj.gov](mailto:Sarah.Letzkus@usdoj.gov)  
[melissa.kroeger@usdoj.gov](mailto:melissa.kroeger@usdoj.gov)  
[kaitlin.hollywood@usdoj.gov](mailto:kaitlin.hollywood@usdoj.gov)  
*Attorneys for Defendant*

By /s/ Tammy Kassen